

Collective Agreement Between

Tsartlip First nation

and

British Columbia Nurse's Union

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TABLE OF CONTENTS

ARTICLE 1 – DEFINITIONS..... 1
 1.01 For the purpose of this Agreement..... 1
 1.02..... 1
ARTICLE 2 – PURPOSE OF AGREEMENT..... 2
 2.01..... 2
 2.02..... 2
 2.03 Recognition of Objectives and Principles..... 2
ARTICLE 3 – UNION RECOGNITION..... 2
 3.01..... 2
 3.02..... 2
ARTICLE 4 – UNION SECURITY..... 2
 4.01..... 2
 4.02..... 3
ARTICLE 5 – UNION DUES & DEDUCTIONS..... 3
 5.01..... 3
 5.02..... 3
 5.03..... 3
 5.04..... 3
 5.05..... 3
 5.06..... 3
 5.07..... 3
ARTICLE 6 – UNION RIGHTS AND ACTIVITIES..... 3
 6.01..... 3
 6.02 Stewards..... 4
 6.03..... 4
 6.04..... 4
 6.05..... 4
 6.06..... 4
 6.07 Copies of the Collective Agreement..... 5
 6.08 New Employees..... 5
 6.09 Records Removed..... 5
 6.10 Leave for Union Matters..... 5
ARTICLE 7 – STEWARDS TRAINING COURSES..... 5
ARTICLE 8 – CONTRACT NEGOTIATIONS AND PREPARATORY MEETINGS..... 6
 8.01..... 6
 8.02..... 6
ARTICLE 9 – PAID PRESIDENT LEAVE..... 6
 9.01..... 6
 9.02..... 6
 9.03..... 6
ARTICLE 10 – CONTRACTING OUT..... 6
ARTICLE 11 – MANAGEMENT RIGHTS..... 6
 11.01..... 6
ARTICLE 12 – BAND POLICIES..... 7
 12.01..... 7
ARTICLE 13 – BAND BUSINESS..... 7
 13.01..... 7
 13.02..... 7
ARTICLE 14 – BULLETIN BOARDS..... 7
 14.01..... 7
ARTICLE 15 – NO STRIKE LOCKOUT DURING THE TERM OF AGREEMENT..... 7
 15.01..... 7
 15.02..... 7
ARTICLE 16 – UNION/MANAGEMENT COMMITTEE..... 7
 16.01..... 7

16.02.....	8
16.03.....	8
16.04.....	8
16.05.....	8
ARTICLE 17 — GRIEVANCEPROCEDURE.....	8
17.01.....	8
17.02.....	8
17.03 Time Limits.....	9
17.04 Industry Troubleshooter.....	9
ARTICLE 18 — ARBITRATION.....	9
18.01.....	9
18.02.....	9
18.03.....	10
18.04.....	10
18.05.....	10
18.06.....	10
18.07.....	10
18.08.....	10
18.09.....	10
ARTICLE 19 — HOURS OF WORK.....	10
19.01.....	10
19.02.....	10
19.03.....	10
19.04 Flexible Hours.....	11
ARTICLE 20 — OVERTIME.....	11
20.01 Definitions.....	11
20.02 Overtime Pay.....	11
20.03 Overtime on Day Off.....	11
20.04 Overtime on Paid Holiday.....	11
20.05 Overtime Pay.....	11
20.06 Compensating Time Off.....	12
20.07 Overtime for Part time Employees.....	12
ARTICLE 22 — STATUTORY HOLIDAYS.....	12
22.01 Paid Holidays.....	12
22.02 Holidays Falling on a Saturday or Sunday.....	12
22.03 Holiday on a Day of Rest.....	12
22.04 Holiday Falling on a Scheduled Work Day.....	13
22.05 Holiday Coinciding with a Day of Vacation.....	13
22.06 Holiday Pay for Regular Part time Employees.....	13
22.07 Christmas Closure.....	13
22.08 Scheduling of Lieu Days.....	13
ARTICLE 23 — UNPAID LEAVE.....	13
ARTICLE 24 — SICK LEAVE.....	13
24.01.....	13
24.02.....	13
24.03.....	14
24.04.....	14
24.05.....	14
ARTICLE 25 — VACATION LEAVE.....	14
25.01.....	14
25.02.....	14
25.03.....	14
25.04.....	14
25.05.....	14
25.06.....	15
25.07.....	15

25.08.....	15
25.09.....	15
25.10.....	15
ARTICLE 26 — BEREAVEMENT LEAVE	15
26.01.....	15
26.02.....	15
26.03.....	15
26.04.....	15
ARTICLE 27 — PARENTAL LEAVE	16
27.01 Natural Mother.....	16
27.02 Natural Father.....	17
27.03 Adoptive Parents.....	17
27.04.....	18
27.05 Return to Employment.....	18
ARTICLE 28 — PERSONAL LEAVE WITHOUT PAY.....	19
28.01.....	19
28.02.....	19
ARTICLE 29 — LEAVE FOR FAMILY-RELATED RESPONSIBILITIES.....	19
29.01.....	19
ARTICLE 30 — COURT LEAVE.....	19
30.01.....	19
30.02.....	19
30.03.....	20
ARTICLE 31 — LEAVE - WORKERS' COMPENSATION.....	20
31.01.....	20
31.02.....	20
31.03.....	20
31.04.....	20
31.05.....	20
ARTICLE 32 — EXAMINATION LEAVE.....	21
32.01.....	21
ARTICLE 33 — CAREER DEVELOPMENT.....	21
33.01.....	21
33.02.....	21
ARTICLE 34 — LEAVE • EDUCATION • STAFF DEVELOPMENT PROGRAMS.....	21
34.01 Transfer of Function	21
34.02 In-service Programs	21
34.03 General Education Programs	21
ARTICLE 35 — LEAVE FOR CONFERENCES AND CONVENTIONS.....	22
ARTICLE 36 — DISCIPLINE AND DISMISSAL	22
36.01.....	22
36.02.....	22
36.03.....	22
36.04.....	22
36.05.....	23
ARTICLE 37 — TERMINATION OF EMPLOYMENT BY EMPLOYEE.....	23
37.01.....	23
37.02.....	23
37.03.....	23
ARTICLE 38 — SENIORITY.....	23
38.01.....	23
38.02.....	23
38.03.....	23
38.04.....	24
38.05.....	24
38.06.....	24

38.07	Employment in Excluded Positions.....	24
ARTICLE 39	— STATEMENT OF DUTIES/JOB DESCRIPTIONS AND CLASSIFICATIONS.....	24
39.01.....		24
39.02.....		24
39.03.....		24
39.04.....		24
39.05.....		24
ARTICLE 40	— ABANDONMENT OF POSITION.....	25
40.01.....		25
ARTICLE 41	— REGISTRATION.....	25
ARTICLE 42	— FILLING AND POSTING VACANCIES.....	25
42.01.....		25
42.02.....		25
42.03.....		25
ARTICLE 43	— HIRING PREFERENCE.....	25
43.01.....		25
ARTICLE 44	— PROBATIONARY EMPLOYEES.....	25
44.01.....		25
44.02.....		26
44.03.....		26
44.04.....		26
44.05.....		26
ARTICLE 45	— CASUAL EMPLOYEES.....	26
45.01	Definition.....	26
45.02	Wages.....	26
45.03	Benefit Entitlement.....	26
ARTICLE 46	— STAFF EVALUATION.....	26
46.01.....		26
46.02.....		26
46.03.....		27
ARTICLE 47	— TECHNOLOGICAL CHANGE.....	27
47.01	Technological Change Means.....	27
47.02.....		27
ARTICLE 48	— LAYOFF AND RECALL.....	27
48.01.....		27
48.02.....		27
48.03.....		27
48.04.....		28
48.05.....		28
48.06.....		28
48.07.....		28
48.08.....		28
48.09.....		28
ARTICLE 49	— HARASSMENT AND DISCRIMINATION.....	28
ARTICLE 50	— OCCUPATIONAL HEALTH AND SAFETY.....	29
50.01	Statutory Compliance.....	29
50.02	Occupational Health and Safety Committee.....	29
50.03	Vaccination and Inoculation.....	30
ARTICLE 51	— USE OF PERSONAL VEHICLE ON BAND BUSINESS.....	30
51.01.....		30
51.02.....		30
ARTICLE 52	— PENSION PLAN.....	31
ARTICLE 53	— EDUCATION ALLOWANCE.....	31
53.01.....		31
ARTICLE 54	— HEALTH CARE PLANS.....	31
ARTICLE 55	— WAGES ADMINISTRATION.....	31

55.01.....	31
55.02.....	31
55.03.....	31
55.04.....	31
ARTICLE 56 — TERM OF AGREEMENT.....	31
APPENDIX A (WAGE SCALE).....	32
LETTER OF UNDERSTANDING NO. 1	33
SCHEDULE 1(DUES AND DEDUCTIONS).....	34
LETTER OF UNDERSTANDING NO. 2	35
LETTER OF UNDERSTANDING NO. 3 (BENEFITS & FUNDING).....	36
INDEX.....	38

ARTICLE 1 — DEFINITIONS

1.01 For the purpose of this Agreement

“**Certification**” means the certificate awarded by the Canada Labour Relations Board to the British Columbia Nurses’ Union April 6, 2001.

“**Union**” means the British Columbia Nurses’ Union.

“**Union Representative**” means a member of the staff of the Union or designated substitute.

“**Steward**” means a Bargaining Unit employee employed by the Employer elected or appointed by employees to represent the Union and its members.

“**Employer**” means the Tsartlip Band Council.

“**Calendar Year**” means a period of twelve (12) consecutive months commencing on the first day of January.

“**Year**” means a period from any given date in one (1) month to the immediately preceding date twelve (12) months later.

“**Transfer**” means the movement of an employee from one position or place to another which does not constitute a promotion or demotion.

“**Promotion**” means a change from an employee’s position to a higher paid position.

“**Demotion**” means a change from an employee’s position to a lower paid position.

“**Community Services Centre**” means the community services centre that the majority of community programs are housed.

“**Membership Dues**” means the dues established pursuant to the by-laws and regulations of the Union.

“**Full Time Employee**” means an employee who works full time on a regularly scheduled basis.

“**Part Time Employee**” means an employee who works less than full time on a regularly scheduled basis.

“**Casual Employee**” means an employee who works on an as and when needs basis.

1.02

In this Agreement, words importing the feminine gender shall include the masculine gender except where the context of the Article does not permit such inclusion.

ARTICLE 2 — PURPOSE OF AGREEMENT

2.01

The purpose of the Agreement is to maintain harmonious and mutually beneficial relationships between the Board,, the employees and between the Union and the Board, to set forth certain terms and conditions of employment relating to remuneration, hours of work, employee benefits and general working conditions affecting employees covered by this Agreement.

2.02

The Employer and the Union share a desire to improve the quality of service to the Tsartlip people and people in the area and to promote the well being and to increase efficiency of its employees in order that the Tsartlip people and the people in the area will be well and effectively served.

2.03 Recognition of Objectives and Principles

The Employer and the Union acknowledge and recognize the following mutual objectives and principles:

- A) the enduring interest of the Employer is to protect and enhance the community programs and services for the Tsartlip people and people in the area in accordance with the culture, values, customs and traditions of the Tsartlip people;
- B) as an employer, the Employer strives to provide reasonable process and equitable working conditions for its staff that are consistent with the provisions of the highest quality of services for the Tsartlip people and the people in the **area**; and
- C) the authority and provision of community services by the Employer is subject to the authority, restrictions, funding limitations and obligations of the federal government and *Indian Act*.

ARTICLE 3 — UNION RECOGNITION

3.01

The Employer recognizes the Union as the exclusive bargaining agent for all employees for whom the Union has been certified.

3.02

This Agreement applies to all employees of the Employer who are included within the Bargaining Unit for which the Union is a certified bargaining agent pursuant to the certification issued April 6, 2001.

ARTICLE 4 — UNION SECURITY

4.01

Employees who were members of the Union as at the date of the certification of the Union on April 6, 2001 and after shall maintain their membership in good standing as a condition of continuing employment.

4.02

New employees covered by the certification shall become members of the Union and shall maintain membership in good standing in the Union as a condition of continuing employment.

ARTICLE 5 — UNION DUES & DEDUCTIONS

5.01

All employees who are covered by the Certificate of Bargaining Authority shall, as a condition of continuing employment, authorize a deduction from their pay cheques of the amount of the dues levies and assessments payable to the Union by a member of the Union. The Employer shall provide a copy of the authorization form, which has been forwarded by the Union, to each new employee.

5.02

Upon receipt of written notice from the Union, the Employer shall terminate the services of any employee who does not authorize the deduction as above only after consultation with the employee and Union steward.

5.03

The Employer agrees to deduct the amount of the Union dues, levies and assessments payable to the Union by an employee in the Union's bargaining unit.

5.04

The Union shall inform the Employer in writing of the amount to be deducted from each employee. The Union shall advise the Employer in writing sixty (60) calendar days in advance of any change in the amount to be deducted.

5.05

The Employer shall remit such dues, levies and assessments to the Union within twenty-eight (28) calendar days **from** the date of deduction, together with a written statement containing the names of the employees for whom the deductions were made and the amount of each deduction.

5.06

The Employer shall supply each employee, without charge, a receipt for income tax purposes shown on the T4 slip in the amount of the deductions paid to the Union by the employee in the previous year. Such receipts shall be provided to the employee prior to March 1 of the succeeding year.

5.07

Deductions, for dues levies and assessments shall be a percentage of wages as set out in Schedule 2.

ARTICLE 6 — UNION RIGHTS AND ACTIVITIES

6.01

The Employer agrees not to enter into any agreement or contract with employees covered by this Agreement individually or collectively which conflicts with the terms and provisions of this

Agreement.

6.02 Stewards

A) The Employer recognizes employees who are designated by the Union as stewards to act on behalf of employees. The Union shall supply the Employer with a list of names of the stewards and alternate and shall advise, in writing, the Employer of changes in that list.

B) Duties and Responsibilities

The duties of stewards include, but are not limited to, the following:

- (1) Investigating complaints of an urgent matter, and
- (2) Investigating grievances
- (3) Assisting employees in preparing and presenting a grievance in accordance with the grievance procedures, and
- (4) Supervising ballot boxes and other related functions during ratification votes, and
- (5) Attending meetings called by management, and
- (6) Accompanying an employee, at her request, at a meeting called by the Employer, where disciplinary action is anticipated, and
- (7) Meeting with new employees during orientation program, and
- (8) Acting as appointees to the Union/Management Committee

6.03

Subject always to the operational requirements of the Employer stewards shall be entitled to a reasonable time while working, without loss of regular pay and benefits, to perform Union duties when they:

- i) Have received prior consent from the Employer or the designate before leaving their work area, and such consent shall not be unreasonably withheld;
- ii) Make every endeavour to complete their Union business in as short a time as possible; and
- iii) Advise the Employer or designate upon their return to work.

6.04

The Union shall inform the Employer or designate in advance when the designated representatives of the Union intend to visit the Employer's premises for the purpose of conducting Union business. Such visit shall not interfere with the normal operations of the Health Centre.

6.05

The Employer shall provide the Union with a list of any new or terminated employees.

6.06

A) Employees are entitled to read and review their personnel file, and shall be entitled to inspect their performance evaluations, letters of reprimand or discipline. Upon reasonable notice employees may request copies of any or all such documents. The Employer agrees that no personnel files or documents on employees shall be kept outside the personnel file apart from payroll or health services files.

B) Union Representative or Steward Access

A Union representative or steward shall, upon written authority of the employee, be entitled to read and review an employee's personnel file in order to facilitate the

investigation of a grievance. Upon request, the Union representative or steward shall be given copies of all such pertinent documents.

C) Confidential Nature of Personnel File

All documents within an employee's personnel file are considered to be confidential and shall remain within the sole jurisdiction and purview of the Employer and employee unless otherwise stipulated in this Agreement.

6.07 Copies of the Collective Agreement

The Union and the Employer agree that every employee should be familiar with the provisions of this Agreement and her rights and obligations under it. For this reason, the Employer shall make available copies of the Collective Agreement in booklet form to all of its employees. The Union will print the Collective Agreement the loss will be shared equally.

6.08 New Employees

At the time of hire, the Employer agrees to acquaint new employees with the fact that the Collective Agreement is in effect setting out the conditions of employment. The Employer further agrees to provide new employees with the names of the stewards.

A steward shall be advised of the date, time and place of orientation sessions for new employees in order that a steward shall be given an opportunity to talk in person or by telephone to new employees. Stewards will be advised of the names of the new employees hired. There shall be no deduction of wages and benefits because of time spent by the steward during these sessions.

6.09 Records Removed

Upon request of the employee, all record of disciplinary action taken by the Employer shall, with the exception of suspensions, be removed from the employee's file and destroyed twelve (12) months after the date of the incident. Record of suspensions will remain on file for a period of thirty-six (36) months following the expiry of suspension.

6.10 Leave for Union Matters

Grievance Meetings

Where operational requirements permit, the Employer will grant **an** employee, upon request, who has presented a grievance, leave with pay to attend a grievance meeting or conference call held in the centre where such employee works.

Arbitration Hearings

When operational requirements permit, the Employer will grant leave with pay to an employee, including a Shop Steward, to attend **an** arbitration hearing concerning his or her grievance and the Union shall reimburse the Employer for such pay.

ARTICLE 7 — STEWARDS TRAINING COURSES

Where operational requirements permit, the Employer will grant leave without pay not exceeding five (5) consecutive days, to employees appointed as Stewards by the Union to undertake training sponsored by the Union related to the duties of a Steward. Article 8.02 is applicable.

ARTICLE 8 — CONTRACT NEGOTIATIONS AND PREPARATORY MEETINGS

8.01

The Employer will grant leave for a designated employee or her alternate to attend Union Committee preparatory contract meetings and contract negotiations meetings between the Union and the Employer. Subject to operational requirements, leave may be granted to an additional employee to attend negotiation meetings with the Employer on occasion, in special circumstances.

8.02

The Employer will grant such leave with pay and the Union will reimburse the Employer for such pay upon receipt of the Employer's invoice. The Union will be responsible for paying all travel and accommodation expenses incurred by such employee.

ARTICLE 9 — PAID PRESIDENT LEAVE

9.01

If and when an employee ever holds the position of full time president with the Union she shall be granted a leave of absence without pay for the period during which she holds the position.

Such leave will not affect the employee's seniority, increment anniversary date, service for the purpose of vacation leave, and sick leave accumulation. The Employer will pay for any benefits subject to the Letter of Understanding No. 3 for the first year while the employee is on leave and the Union will reimburse the Employer for the costs of benefits.

9.02

The employee shall be entitled to return to her former position or a similar position with the Employer, and shall be provided with an adequate period of orientation upon her return to work.

9.03

The employee shall not be subject to discipline by the Employer for activities related to work on behalf of the Union.

ARTICLE 10 — CONTRACTING OUT

The Employer agrees not to contract out bargaining unit work that will result in the layoff or reduction of hours for employees within the bargaining unit during the term of this Agreement.

ARTICLE 11 — MANAGEMENT RIGHTS

11.01

The Management of the Employer's business and the direction of the employees including hiring, firing, promotion, demotion and transfer of employees and all other functions, powers and authority of the Employer is vested exclusively in the Employer, except as may be otherwise specifically provided in this Agreement.

ARTICLE 12 — BAND POLICIES

12.01

The Union agrees that all employees shall be governed by the existing rules or policies adopted by the Employer and published to employees on notice boards or by general distribution, provided such rules or policies are not in conflict with this Agreement.

ARTICLE 13 — BAND BUSINESS

13.01

An employee required by the Employer to attend meetings or to attend hearings or to sit on a committee established by the Employer shall continue to receive her wages for the time period as required. If after attending such meetings or hearings the employee is subsequently unable to report for work during part or all of her normal working hours, because of weather delays or other delays beyond the control of the employee and the Employer, such employee shall be deemed to have worked during such time and will receive her straight time pay. In no event shall overtime be payable in the above circumstances of delay.

13.02

The Employer will reimburse the employee for all expenses including reasonable travel time incurred by the employee during the time periods referred to in Article 13.01 above.

ARTICLE 14 — BULLETINBOARDS

14.01

The Employer will provide a bulletin board space for Union use, at suitable locations accessible to employees agreed to by the Employer and the Union. Information relating to Union affairs, and social events may be posted.

ARTICLE 15 — NOSTRIKE/LOCKOUT DURING THE TERM OF AGREEMENT

15.01

During the term of this Agreement the Union agrees that there will be no strike, or job action which constitutes a strike, and the Employer agrees that there shall be no lockout of its employees bound by this Agreement.

15.02

Subject to any Canada Industrial Relations Board (or its successor) directives or orders if any employee employed under the terms of this Collective Agreement refuses in good conscience to cross a legal picket line, the employee shall be considered to be absent without pay, and it shall not be considered a violation of this Agreement nor shall it be grounds for disciplinary action.

ARTICLE 16 — UNION/MANAGEMENT COMMITTEE

16.01

A Union/Management Committee shall be established. The Employer and the Union shall each

appoint a maximum of two (2) to the Committee.

16.02

The Chairmanship of the Union/Management Committee shall alternate between a Employer representative and a representative of the Union.

16.03

Meetings of the Committee shall be held at the call of the Chair at a time mutually agreed and as promptly as possible upon request in writing of either party. Meetings shall occur at the call of the Chair and not more than once each month.

16.04

In order to foster better relations between the parties, the purpose of the Committee shall be to discuss matters of mutual concern including matters pertaining to the program services and workload concerns. The Committee shall have the power to make recommendations to the Union and to the Employer.

16.05

The Committee shall not have the power to bind the Union or its members, or the Employer to any decision or conclusion reached in discussion.

The Committee shall not have jurisdiction over any matter contained in the Collective Agreement, including its administration or renegotiations.

The Committee shall not supersede the activities of any other committee of the Union or of the Employer.

Stewards who attend Union/Management Committee meetings outside of scheduled work hours shall be paid at straight time rates for time spent at the meetings.

ARTICLE 17 — GRIEVANCE PROCEDURE

17.01

If any differences arise between the Employer and an employee or employees or between the Employer and the Union concerning the interpretation, application or any alleged violation of the Agreement, such differences shall be settled without stoppage of work and all employees including the employee(s) concerned in any such differences, shall continue to work in accordance with the Agreement until the difference is settled.

17.02

The following procedures shall be used for the resolution of differences referred to in Article 18.01.

STEP 1

Within fifteen (15) calendar days after the occurrence or within fifteen (15) calendar days after the employee first becomes aware of the alleged violation giving rise to the difference the employee shall with or without a Union representative (at the employee's choice) submit a written grievance to the Employer or designate.

Within twenty (20) calendar days from the delivery of the written grievance, the Employer or

designate shall give a written response to the employee and the Union representative.

STEP 2

If the grievance is not satisfactorily settled under Step 1 then the Union shall, within fifteen (15) calendar days after receipt of the Step 1 written response hold a meeting, and discuss the grievance with the Employer or his/her designate. Within ten (10) calendar days after that meeting, the Employer or designate shall deliver a written response to the Union and if the grievance is denied, such response shall give reasons for the denial.

Where the Union or Employer submits a policy or general grievance, such grievance will be in writing and will be submitted under Step 1 and dealt with in accordance with the provisions of Step 1.

17.03 Time Limits

If the time limits set out in Steps 1 and 2 above are not complied with by the employee(s) or Union, then the grievance shall be considered to have been abandoned unless the parties have mutually agreed in writing to extend the time limits.

17.04 Industry Troubleshooter

Unless mutually agreed otherwise, disputes may be referred to the Industry Troubleshooter only after the completion of Step 2 of the grievance procedure. Where a difference arises between the parties relating to the dismissal, discipline, or suspension of an employee, or to the interpretation, application, operation, or alleged violation of this Agreement, including any question as to whether a matter is arbitrable, during the term of this Collective Agreement, a troubleshooter agreed to by the parties, shall at the request of either party:

- a) investigate the difference,
- b) define the issue in the difference, and
- c) make written recommendations to resolve the difference, within five (5) days of the date of receipt of the request, and for those five (5) days from that date, time does not run in respect of the grievance procedure.

In the event the parties are unable to agree on any Industry Troubleshooter within a period of thirty (30) days from the date of signing this Collective Agreement, either party may apply to the Minister of Labour to appoint a mediator pursuant to Section 15 of Part One of the Canada Labour Code.

Failing settlement at this step, the grievance may be referred to arbitration.

ARTICLE 18 — ARBITRATION

18.01

If a grievance is not resolved through the procedure in Article 17, either party may within sixty (60) calendar days after Step 2 above has been completed submit the grievance to an arbitrator mutually acceptable to both parties, or if both parties agree to an arbitration board.

18.02

If both parties agree to the appointment of an arbitration board to hear the grievance, the party requesting arbitration shall notify the other of its intent to arbitrate within the time set out in Article 18.01 above and the name of its appointee to the arbitration board. The recipient of such notice

shall within ten (10) calendar days notify the other party of its appointee to the arbitration board.

18.03

The two appointees referred to in Article 18.02 shall within a further period of ten (10) calendar days select a third person to act as Chair.

18.04

If the appointees fail to agree upon a Chair within the ten (10) calendar day period either party may, by written request, ask the Minister under the *Canada Labour Code or Successor Legislation* to appoint the arbitration board Chair. If either party fails to agree to appoint a sole arbitrator within the thirty (30) day period referred to in Article 18.02, either party may request the Minister to make such appointment.

18.05

The arbitrator shall issue a decision or the arbitration board, if appointed, shall issue a decision which may be decision of the majority of the Employer, and the decision of the arbitrator or the arbitration board shall be final and binding upon the parties.

18.06

Each party will be responsible for its own expenses in presenting its case to the arbitrator or the arbitration board and if a board is appointed, each party shall be responsible for the expenses of its appointee. The expenses of the arbitrator or the chair of the arbitration board shall be shared equally by the parties.

18.07

No decision of an arbitrator or arbitration board shall amend or alter the terms of this Agreement.

18.08

By agreement the parties may abridge the time requirements of Article 17 and may submit any difference or dispute to arbitration on an expedited basis.

18.09

The time limits in this article may be extended by written agreement of the parties.

ARTICLE 19 — HOURS OF WORK

19.01

The normal work week shall be thirty-five (35) hours and the normal work day shall be seven (7.0) consecutive hours, exclusive of a meal period of one (1) hour between the hours of 8:30 a.m. and 4:30 p.m., or a mutually agreed equivalent.

19.02

An employee shall be granted two (2) consecutive days of rest during each seven (7) day period subject to operational requirements.

19.03

Subject to operational requirements, one (1) rest period of fifteen (15) minutes in each half of the

work day shall be provided.

19.04 Flexible Hours

- A) The parties recognize the particular and unique needs of community based services and that the provision of such services cannot always be predicted accurately in advance.
- B) The parties agree that the start and finish times for the program staff may be adjusted fourteen (14) days in advance by mutual agreement of the Employer and the Employee as program needs arise provided the Employee shall not work more than seven (7) hours per day. The overtime provisions of Article 20 shall apply to any hours worked over thirty-five (35) hours in one week and any schedule change without fourteen (14) days prior notice.
- C) The parties agree there will be no split shifts.

ARTICLE 20 — OVERTIME

20.01 Definitions

- A) “Overtime” means work performed in excess of the normal daily hours or weekly hours outline in Article 19.
- B) “Straight-time rate” means the hourly rate of pay.
- C) “Time and one-half” means one and one-half time (1½ x) the straight-timerate of pay.
- D) “Double time” means two times (2 x) the straight-timerate of pay.

20.02 Overtime Pay

All overtime worked by an employee shall only be paid if authorized in advance by the employer. Employees requested to work in excess of the normal daily hours as outlined in Article 19 or who are requested to work on their scheduled off-duty days, shall be paid:

- A) the rate of time and one-half (1½ x) of their basic hourly rate of pay for the first two (2) hours of overtime on a scheduled work day and double time (2 x) thereafter.

20.03 Overtime on Day Off

Employees required to work on a scheduled day off shall receive the overtime rate as provided but shall not have the day off rescheduled.

20.04 Overtime on Paid Holiday

If an employee works overtime on a paid holiday which calls for a premium rate of pay as provided in Article 22.04, the employee shall be paid overtime at the rate of time and one-half times (1½ x) the premium statutory holiday rate for all hours worked beyond the normal daily full shift hours.

20.05 Overtime Pay

Overtime pay shall be paid to the employee at the end of the following pay period in which the overtime was earned except as provided in Article 20.06 below.

20.06 Compensating Time Off

At the time an employee is required or requested to work overtime, the employee may opt for compensating time off at the applicable overtime rate in lieu of overtime pay. If an employee opts for compensating time off in lieu of overtime pay, the time shall be taken at a time mutually agreed to by the employee and the Employer and shall be taken within twenty-four (24) calendar weeks of the occurrence of the overtime subject to the Employer's operational requirements. The Employer will make a reasonable effort to allow time off when requested by the employee. If such time off is not taken by the end of the twenty-four (24) week period, overtime at the applicable overtime rate shall be paid on the employee's next regular pay cheque.

20.07 Overtime for Part time Employees

- A) A part time employee working less than the normal hours per day of a full time employee, and who is requested to work longer than her regularly scheduled work days, shall be paid at the rate of straight-time for the hours so worked, up to and including the normal hours in the work day of a full time employee.
- B) A part time employee working less than the normal days per week of a full time employee, and who is requested to work other than her regularly scheduled work days, shall be paid at the rate of straight-time for the days so worked, up to and including the normal work days in the work week of a full time employee.
- C) Overtime rates shall apply to hours worked in excess of (A) and (B) above.

ARTICLE 22 — STATUTORY HOLIDAYS

22.01 Paid Holidays

- A) The following have been designated as paid holidays:

New Years' Day	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Remembrance Day
Victoria Day	Christmas Day
Canada Day	Boxing Day
British Columbia Day	Aboriginal Day
- B) Any other holiday proclaimed by the Federal Government or the Government of the Province of British Columbia shall also be a paid holiday.

22.02 Holidays Falling on a Saturday or Sunday

For an employee whose work week is from Monday to Friday, and when any of the above noted holidays falls on a Saturday and is not proclaimed as being observed on some other day, the following Monday shall be deemed to be the holiday for the purpose of this Agreement; when a holiday falls on a Sunday and it is not proclaimed as being observed on some other day, the following Monday (or Tuesday, where the preceding holiday already applies to the Monday), shall be deemed to be the holiday for the purpose of this Agreement.

22.03 Holiday on a Day of Rest

- A) When a paid holiday falls on a regular full time employee's day of rest, the employee shall be entitled to a day off with pay in lieu of the holiday at a time agreed between the employee and the Employer or designate.

- B) If a regular full time employee is called in to work on the day designated as the lieu day pursuant to (A) above, she shall be compensated at the appropriate rate of pay for all hours worked.

22.04 Holiday Falling on a Scheduled Work Day

An employee who is required to work on a designated holiday shall be compensated at two (2) times of her straight time pay. Regular full time employees shall also receive an additional day off in lieu of the holiday.

22.05 Holiday Coinciding with a Day of Vacation

Where an employee is on vacation leave and a day of paid holiday falls within that period, the paid holiday shall not count as a day of vacation.

22.06 Holiday Pay for Regular Part time Employees

Regular part time employees shall receive four point two per cent (4.2%) of straight-time pay instead of a day off with pay.

22.07 Christmas Closure

Employees shall be entitled to leave with pay for the period in which the employer closes its office at the end of December to the beginning of January.

22.08 Scheduling of Lieu Days

Subject to the Employer's operational requirements reasonable effort will be made to schedule days off in lieu of holidays as an addition to the employee's regular days off, except where the employee and the Employer otherwise agree.

ARTICLE 23 — UNPAID LEAVE

An employee may request unpaid leave of absence. Requests for such leave of absence shall be made in writing to the Employer may be granted at the Employer's discretion and will not be unreasonably denied.

ARTICLE 24 — SICK LEAVE

24.01

An employee in their first year of employment shall earn sick leave credits at the rate of one and one quarter (1¼) days per month to a maximum of fifteen (15) days. Employees after their first year of employment shall be entitled to fifteen (15) days per annum of sick leave credits. Sick leave credits will not accrue to an employee who is on an approved leave of absence without pay. Any remaining sick leave credits as of December 31st of each year shall be paid out at a rate of fifty percent (50%) of the remaining sick leave credits.

24.02

An employee shall be granted sick leave with pay when she is unable to perform her duties due to illness or injury, provided she has sick leave credits available. A physician's note may be required after three (3) days of illness or injury.

24.03

When an employee is granted sick leave with pay, and **WCB** is subsequently approved for the same period by **WCB**, it shall be considered for the purposed of the record of sick leave credits that the employee was not granted sick leave with pay.

24.04

Where an employee has insufficient or no credits to cover her sick leave with pay, an advance in pay may be granted at the discretion of the Employer. **If** the employee leaves the employment of the Employer within one (1) year after such advance granted by the Employer, the Employer may recover such pay advance from any monies owed to the employee by the Employer.

24.05

An employee shall not be granted sick leave with pay when under suspension or on a leave of absence without pay, unless agreed to by the parties.

ARTICLE 25 — VACATION LEAVE

25.01

Employees shall be entitled to vacation leave.

25.02

Any employees who are employed for less than one (1) year shall be paid four (**4**) percent of her gross income as vacation pay. **A** full time employee with more than one (1) year continuous employment shall earn vacation leave credits as follows:

- 10 work days after 1 year of continuous service
- 10 work days after 2 years of continuous service
- 10 work days after 3 years of continuous service
- 15 work days after 4 years of continuous service
- 16 work days after 6 years of continuous service
- 17 work days after 7 years of continuous service
- 18 work days after 8 years of continuous service
- 19 work days after 9 years of continuous service
- 20 work days after 10 years of continuous service

25.03

Regular part time employees shall have the above vacation entitlement pro rated based on hours worked. **An** employee is entitled to vacation leave with pay to the extent of her earned credits but an employee who has completed her first three (3) months of continuous employment may receive an advance of credits equivalent to the anticipated credits for the vacation year.

25.04

Employees shall receive their regular pay during their respective vacation entitlement days.

25.05

An Employee may carry over up to five (**5**) days vacation per vacation year.

25.06

Should a statutory holiday referred to in Article 22.01 occur during any employee's annual vacation, the employee shall take that holiday immediately following the completion of her vacation in which the holiday occurred.

25.07

The employee's vacation shall be scheduled ninety (90) days in advance of such vacation through discussion with the Employer and the scheduling of vacations shall be subject to seniority and the operational requirements of the Employer.

25.08

Once the approved vacation schedule has been posted, it shall only be changed by mutual consent.

25.09

Vacation time may be divided and shall be scheduled at a time agreed to by the Employer and the employee, provided, however, that an employee who splits her vacation shall not receive an option as to when she wishes to take the subsequent portion of her vacation until all the other employees of the Employer under this Agreement have made their first choice of vacation time.

25.10

In the event that an Employee is sick or injured prior to the commencement of her vacation, such Employee shall be granted sick leave and the vacation period, *so* displaced, shall be added to the vacation period if requested by the Employee and by mutual agreement, or shall be reinstated for use at a later date.

ARTICLE 26 — BEREAVEMENT LEAVE**26.01**

Bereavement leave of absence with pay shall be granted, upon request, to regular employees in the event of a death of a parent, spouse (including common-law), child, step child, adopted child, foster child who has lived with the foster parent for a period exceeding 1 year, legal guardian or ward, parent, step parent, brother, sister, mother-in-law, father-in-law, grandparents, grandchild, nephews, nieces, cousins and a relative permanently residing in the employee's household or with whom the employee permanently resides.

26.02

Such leave will be granted as follows:

Up to five (5) working days in any calendar year

26.03

Additional leave without pay may be requested by an employee. The Employer shall make every effort to grant additional bereavement leave of absence without pay.

26.04

If an employee is on vacation leave at the time of bereavement, the employee shall be granted bereavement leave consistent with Article 26.02 and shall be credited the appropriate number of days to vacation leave credits.

ARTICLE 27 — PARENTAL LEAVE

27.01 Natural Mother

A) Maternity Leave

A regular full time or part time employee who has completed six (6) months continuous employment with the Employer, shall be granted fifty-two (52) weeks maternity leave of absence without pay. Such leave may commence eleven (11) weeks prior to the week in which her predicted week of confinement occurs or any time thereafter at the request of the employee. In no case shall an employee be required to return to work sooner than six (6) weeks following the birth or the termination of her pregnancy unless a shorter time is requested by the employee and granted by the Employer.

i) Benefits

- (1) for the first twenty (20) work days of such leave, the employee shall be entitled to the benefits under Article 23 - Unpaid Leave.
- (2) or the balance of an eighteen (18) week period [i.e. eighteen (18) weeks less twenty (20) work days] the service of an employee who is on maternity leave shall be considered continuous for the purpose of any pension, medical, or other benefit plans available to the employee and the Employer shall continue to make payment to the plans in the same manner as if the employee was not absent.

B) Parental Leave

Within the fifty-two (52) week leave period granted under Article 27.01 (A), weeks nineteen (19) through fifty-two (52) inclusive will be considered parental leave. Parental leave will normally commence immediately following maternity leave unless agreed to by the Employer for reasons such as premature birth or a hospitalized infant.

i) Benefits

For weeks nineteen (19) through fifty-two (52) inclusive, the service of an employee who is on parental leave shall be considered continuous for the purpose of any pension, medical, or other benefit plans available to the employee and the Employer shall continue to make payment to the plans in the same manner as if the employee was not absent.

C) Parental Leave - Special Circumstances

- (1) Upon request, a regular employee shall be granted up to five (5) additional weeks of parental leave without pay if a medical practitioner certifies that an additional period of parental care is required because the child suffers from a physical, psychological or emotional condition.
- (2) An employee's combined entitlement to leave under subsection (A), (B), and (C) is limited to sixty-three (63) weeks.

D) Additional Leave

Any further leave granted beyond the normal sixty-three (63) week period or the sixty-three (63) week period for special circumstances will be unpaid leave without any benefits.

E) Medical complications of pregnancy, including complications during an unpaid leave of absence for maternity reasons, preceding the period stated by the Employment

Insurance Act shall be covered by sick leave provisions (Article 24) providing the employee is not in receipt of maternity benefits under the Employment Insurance Act or any wage loss replacement plan.

- F) An employee shall make every effort to give forty-five (45) days notice prior to the commencement of maternity leave of absence and at least forty-five (45) days notice of her intention to return to work prior to the termination of the leave of absence.
- G) The Employer may require the employee to provide a doctor's certificate indicating the employee's general condition during pregnancy and the expected date of confinement.
- H) The Employer shall not terminate an employee or change a condition of her employment because of the employee's pregnancy or her absence for maternity reasons.

27.02 Natural Father

A) Parental Leave

On request and within fifty-two (52) weeks of the birth of his child, a natural father may apply for up to thirty-seven (37) weeks parental leave without pay.

i) Benefits

- (1) For the first twenty (20) work days of such leave, the employee shall be entitled to the benefits under Article 23 - Unpaid Leave.
- (2) For weeks twelve (12) through thirty-seven (37) inclusive, the service of an employee who is on parental leave shall be considered continuous for the purpose of any pension, medical, or other benefit plans available to the employee, and the Employer shall continue to make payment to the plans in the same manner as if the employee was not absent.

B) Parental Leave Beyond Thirty-Seven (37) Weeks - Special Circumstances

Upon request, a regular employee shall be granted up to five (5) additional weeks of parental leave without pay if a medical practitioner certifies that an additional period of parental care is required because the child suffers from a physical, psychological or emotional condition. The maximum parental leave is forty-two (42) weeks.

i) Benefits

For weeks thirteen (13) through forty-two (42) weeks inclusive, the service of an employee who is on parental leave shall be considered continuous for the purpose of any pension, medical, or benefit plans available to the employee, and the Employer shall continue to make payment to the plans in the same manner as if the employee was not absent.

C) Additional Leave

Any further leave granted beyond the normal thirty-seven (37) week period, or the forty-two (42) week period for special circumstances, will be unpaid leave without any benefits.

27.03 Adoptive Parents

A) Adoption Leave

- (1) Upon request, a regular employee shall be granted thirty-seven (37) weeks adoption leave of absence without pay.

i) **Benefits**

- (1) For the first twenty (20) work days of such leave, the employee shall be entitled to the benefits under Article 23 - Unpaid Leave.
- (2) For the balance of an thirty-seven (37) week period [i.e. thirty-seven (37) weeks less twenty (20) work days] the service of an employee who is on adoption leave shall be considered continuous for the purpose of any pension, medical, or other benefit plans available to the employee, and the Employer shall continue to make payment to the plans in the same manner as if the employee was not absent.
- (3) The remaining nineteen (19) weeks of adoption leave are subject to the provisions of Article 23 - Unpaid Leave.

B) **Parental Leave Beyond Thirty-Seven (37) Weeks - Special Circumstances**

Upon request, a regular employee shall be granted up to five (5) weeks additional parental leave without pay if a medical practitioner or agency that placed the child certifies that an additional period of parental care is required because the child suffers from a physical, psychological or emotional condition - five (5) weeks additional may be taken up to a maximum of combined parental leave and parental leave (special circumstances) of forty-two (42) weeks for each adoptive parent who is an employee of the employer.

i) **Benefits**

For weeks thirteen (13) through forty-two (42) inclusive, the service of an employee who is on parental leave shall be considered continuous for the purpose of any pension, medical, or other benefit plans available to the employee, and the Employer shall continue to make payment to the plans in the same manner as if the employee was not absent.

C) **Additional Leave**

Any further leave granted beyond the normal thirty-seven (37) week period, or the forty-two (42) week period for special circumstances, will be unpaid leave without benefits.

27.04

- A) For the purpose of this Article 27, the reference to medical or other benefit plans contained in the benefit Articles applicable to Natural Mother Article .01, Natural Father Article .02, and Adoptive Parents Article .03 shall mean medical, extended health, dental, long-term disability, and group life insurance benefits.
- B) If, during the leave periods granted to Natural Mother, Natural Father and Adoptive Parents under this Article 27 the affected employee fails to maintain her share of the monthly pension contributions, then the pension benefit shall not accumulate during such leave period(s) pursuant to Section 209.2 of the Canada Labour Code, R.S.C. 1985 and any amendments.

27.05 Return to Employment

An employee resuming employment after a maternity, adoption, or parental leave of absence shall be reinstated in all respects to her previous position or to a comparable position with all increments to wages and benefits to which she would have been entitled during the period of her absence.

ARTICLE 28 — PERSONAL LEAVE WITHOUT PAY

28.01

Leave without pay may be granted at the discretion of the Employer for personal reasons in the following manner:

- A) Subject to operational requirements, leave without pay for a period of up to three (3) months may be granted to an employee for personal needs.
- B) Subject to operational requirements, leave without pay of more than three (3) months but not exceeding one (1) year will be granted to an employee for personal needs.
- C) **An** employee may obtain leave without pay for personal needs only once under each of (A) and (B) of this Article during his/her total period of employment. Leave without pay granted under this Article may not be used in combination with maternity, paternity, or adoption leave without the consent of the Employer.
- D) The leave period without pay granted under subsection (B) of this Article shall be deducted from the calculation of “continuous employment” for the purpose of calculating seniority, severance pay, and vacation entitlement for the employee involved. Time spent on such leave shall not be counted for pay increment purposes.

28.02

The Employer may, at his/her discretion, grant leave for one (1) day without pay for employee personal reasons and the total leave granted under this Article shall not exceed three (3) days in any calendar year.

ARTICLE 29 — LEAVE FOR FAMILY-RELATED RESPONSIBILITIES

29.01

Subject to operational requirements, the Employer or designate, in her discretion may grant leave with pay to an employee for immediate family related reasons not otherwise provided for in this Agreement. The total leaves granted under this Article will not exceed four (4) days in any calendar year.

ARTICLE 30 — COURT LEAVE

30.01

Leave with pay shall be granted to any employee other than an employee already on leave without pay, on education leave, or under suspension, who is required to be available for jury selection or to serve on a jury, provided that such employee shall reimburse the Employer for all jury pay received by him/her for attending for jury selection or for serving on a jury.

30.02

Leave with pay shall be granted to any employee other than an employee already on leave without pay, on education leave, or under suspension, who is required by subpoena or summons to attend in any proceedings as a witness held in or under the authority of a court of justice or in any judicial proceedings. Any witness' fees received by the employee as a result of attending in such judicial

process shall be remitted to the Employer.

30.03

This article does not apply to any employee who is a party to any court proceedings. Such employee shall be entitled to leave without pay to attend such proceedings.

ARTICLE 31 — LEAVE - WORKERS' COMPENSATION

31.01

An employee shall be granted Workers' Compensation leave with pay in the event that the Workers' Compensation Board determines that the employee has established a claim (time loss benefits) and she is unable to perform her duties by reason of the compensable injury which occurred while employed by the Employer. **An** employee shall be granted Workers' Compensation leave with net pay in the event that the Workers' Compensation Board determines that the employee has established a claim (time loss benefits) and they are unable to perform their duties by reason of the compensable injury which occurred while employed by the Employer. For the purposes of this clause, net pay is defined as the employee's regular net take-home wages to ensure that the non-taxable status of Workers' Compensation benefits does not provide an opportunity for an injured worker to earn more while on claim than if they were working. The term 'claim' will not include any form of Workers' compensation Board allowance or pension, and this section will not be operative while an employee is receiving such a different form of payment from the Worker's Compensation Board arising from this claim.

31.02

The employee shall pay to the Employer any amount received for loss of wages in settlement of any claims.

31.03

When an employee is on a WCB claim, all benefits of the Agreement will continue to accrue. However, an employee off work on a WCB claim shall receive wages and benefits equalling, but not to exceed, their normal entitlement had they not suffered a compensable injury. For the first twenty (20) work days on the claim, an employee will accrue paid holidays and vacation credits. Once the claim exceeds twenty (20) work days, paid holidays and vacation credits will not accrue. However, unused vacation credits accrued prior to the claim shall not be lost as result of this Article.

31.04

When an employee is granted sick leave with pay and Workers' Compensation leave is subsequently approved for the same period, it shall be considered for the purpose of the record of sick leave credits that the employee was not granted sick leave with pay.

31.05

Absence from work to attend emergency medical or dental appointments and medical appointments arising from work related accident covered by Workers' Compensation shall be paid for from the employee's accumulated sick leave.

ARTICLE 32 — EXAMINATION LEAVE

32.01

Leave with pay up to three (3) days to take examinations may be granted by the Employer to an employee who is not already on educational leave with proof of enrollment in a course of study. Such leave will be granted only where, in the opinion of the Employer, the course study is directly related to the employee's duties.

ARTICLE 33 — CAREER DEVELOPMENT

33.01

An employee may be granted education leave without pay for varying periods up to one (1) year, which can be renewed by mutual agreement, to attend a recognized institution for additional or special studies in some field of education for which special preparation is needed to enable her to fill her present role more adequately or to undertake studies in some field in order to provide a service which the Employer requires or is planning to provide.

33.02

If the employee, while on education leave, decides not to return after her leave period, she shall provide three (3) months notice to the Employer for its operational reasons.

ARTICLE 34 — LEAVE - EDUCATION - STAFF DEVELOPMENT PROGRAMS

34.01 Transfer of Function

Where the Employer has agreed to a transfer of function, it will be the responsibility of the Employer to provide in-service programs/training to all employees required to perform the function.

Employees required to attend such programs will be paid at the applicable rate of pay.

34.02 In-service Programs

The parties to this Collective Agreement recognize the value of in-service education both to the employee and the Employer.

- A) The Employer reserves the right to identify specific in-service programs deemed compulsory.
- B) Employees required to attend such programs will be paid at the applicable rate of pay.

34.03 General Education Programs

A) Employer Requested Leave

An employee shall be granted leave with pay to take courses at the request of the Employer. The Employer shall bear the full cost of the course including tuition fees and course required books, necessary travelling and subsistence expenses. **An** employee shall provide proof of their attendance and completion of the course, otherwise the employee shall be required to reimburse the Employer for the costs of the course

B) Duration and Expenses

A regular employee shall be granted leave from scheduled work shifts without loss of pay, and reasonable expenses, to take courses where the Employer has approved an employee request to take such courses or where the Employer has offered such courses to the employees on an optional basis.

C) Employee Requested Leave

The Employer shall grant one (1) day's education leave of absence with pay, subject to the above approval, for each normally scheduled work day, as posted, that an individual regular employee gives of her own time.

D) Leave on Day Off

Should alterations of the normally scheduled work day be made by the Employer so that an employee's educational day off falls on an off-duty day, the employee shall be paid for that day and be given ~~an~~ additional day off.

ARTICLE 35 — LEAVE FOR CONFERENCES AND CONVENTIONS

Subject to budgetary constraints and operational requirements, leaves of absence, without loss of pay, may be granted by the Employer for conferences and conventions not exceeding one week. The Employer shall endeavour to grant such leaves of absences. Employee agrees to provide at least thirty (30) days notice to the Employer whenever possible.

ARTICLE 36 — DISCIPLINE AND DISMISSAL

36.01

The Employer shall not dismiss or discipline an employee except for just and reasonable cause. Notice of dismissal, or suspension, shall be in writing and shall set forth the reason for dismissal or suspension.

36.02

All dismissals, suspensions, and other disciplinary action may be grieved under the grievance procedure commencing at Step 2, Article 17. Written notice of any dismissal or suspension shall be sent to the Union within five (5) working days of the action being taken.

36.03

Where the Employer or his/her designate intends to interview an employee for disciplinary purposes, the Employer or designate must notify the employee in advance of the purpose of the interview and of the employee's right to have a steward present in order that the employee can exercise her right to contact her steward, providing this does not result in an undue delay of the appropriate action being taken.

36.04

Where the Employer or his/her designate intends to interview a steward for disciplinary purposes, the steward shall have the right, at the Union's expense, to consult with a Union Staff Representative or to have another steward or alternate present in person or by conference telephone call, providing this does not result in an undue delay of the appropriate action being taken.

36.05

This provision shall not apply to those discussions that are of an operational nature and do not involve disciplinary action.

ARTICLE 37 — TERMINATION OF EMPLOYMENT BY EMPLOYEE

37.01

An employee shall deliver to the Employer, at least thirty (30) days prior, written notice of her resignation.

37.02

The period of notice must be for times scheduled to be worked and must not include accrued vacation or other banked time.

37.03

If any employee fails to provide the thirty (30) days notice period, the Employer may deduct from any monies owing to the employee, an amount which is proportionate to the time she actually terminated her employment at the end of the required thirty (**30**) days notice period.

ARTICLE 38 — SENIORITY

38.01

Seniority for a regular employee, whether full time or part time, is defined as the length of the regular employee's continuous employment from the date of commencement of regular employment.

38.02

Seniority for a casual employee is defined as the number of the casual employee's cumulative straight time hours worked in the employ of the Employer from the date of commencement of casual employment.

38.03

Seniority for regular employees shall be maintained and accumulated under the following conditions:

- A) absence due to **an** occupational illness or accident recognized as such by the Workers' Compensation Board;
- B) maternity, parental, adoption leave;
- C) absence due to any paid leave for the period of the leave up to three (3) months;
- D) absence due to any unpaid leave of absence for the first twenty (20) days;
- E) absence due to the conduct of Union business;
- F) long term disability.

For time periods in excess of those stated above, seniority shall be maintained but not accumulated. In addition, seniority shall be maintained but not accumulated while such regular employees are absent due to long term disability.

38.04

In January of each calendar year, the Employer shall post a seniority list indicating the name and start date of each of the regular full time or part time employees and such list shall be sent to the Union.

38.05

In March and September of each calendar year, the Employer shall post a seniority list indicating the name and straight time cumulative hours worked since the original start date of each of the casual employees and such list shall be sent to the Union.

38.06

Casual employees commencing regular full time or part time employment shall be credited for their cumulative straight time hours worked as a casual.

38.07 Employment in Excluded Positions

- A) An employee accepting a continuous position with the Employer, which is outside the bargaining unit, shall retain her seniority accumulated prior to the date of leaving the bargaining unit for a period of three (3) months;
- B) An employee temporarily substituting in an excluded position with the Employer shall continue to accumulate her seniority.

ARTICLE 39 — STATEMENT OF DUTIES/JOB DESCRIPTIONS AND CLASSIFICATIONS

39.01

Upon request, an employee shall be entitled to a complete and current statement of the duties and responsibilities of his/her position, including the position's classification level for salary purposes.

39.02

The Employer shall draw up job descriptions for all jobs and classifications for which the Union is the certified bargaining agent. Such job descriptions shall be sent to the Union for purposes of consultation. After consultation, the Employer shall finalize the job descriptions and deliver them to the Union.

39.03

Each employee shall be provided with a copy of the job description for her position.

39.04

Where the Employer establishes a new position within the bargaining unit, the Employer and the Union agree to meet and consult to discuss the wage rate and qualifications of the job description.

39.05

If the Union does not object to the wage rate for such new position referred to in Article 39.04 above within thirty (30) days of the meeting, the wage rate is deemed to be agreed after the thirty (30) day period. In the event that the Union wishes to challenge the appropriate rate for the new position, the matter may be resolved through the grievance and arbitration procedure and the arbitrator has jurisdiction to determine the wage rate only.

ARTICLE 40 — ABANDONMENT OF POSITION

40.01

An employee who fails to report for duty for three (3) consecutive work days without informing the Employer for the reason for her absence will be presumed to have abandoned her position. An employee shall be afforded the opportunity to rebut such presumption and demonstrate that there were reasonable grounds for not having informed the Employer.

ARTICLE 41 — REGISTRATION

The Employer will pay the first fifty (\$50.00) dollars of the cost of registration for employees who wish to retain membership in professional organizations related to their job duties and responsibilities.

ARTICLE 42 — FILLING AND POSTING VACANCIES

42.01

The Employer shall post a vacant position initially with existing employees and then where there are no qualified applicants will advertise in the community all regular full time and part time vacant positions describing the position, the location of the vacancy, the date of commencement and the required qualifications. The Employer shall post and advertise a vacancy at least fourteen (14) calendar days in advance of selection.

42.02

In filling such vacant regular positions, appointments shall be made to the employee or person with the required qualifications, level of competence and efficiency as required by the position. Where the selection is between two employees and such requirements are equal, seniority shall be the determining factor.

42.03

If an employee is promoted or transferred to a vacant position, then the employee shall be considered a qualifying employee in his/her new position and will not be required to serve a probationary period.

ARTICLE 43 — HIRING PREFERENCE

43.01

When hiring new employees for full time, part time or casual work, the Employer may give preference to First Nations people generally and, in particular, to members of the Tsartlip Band.

ARTICLE 44 — PROBATIONARY EMPLOYEES

44.01

All regular employees shall be probationary during the first six (6) months of employment,

44.02

All casual employees shall be probationary during the first six hundred (600) hours worked.

44.03

All employees shall serve only one probationary period.

44.04

During the probationary period, the employee may be terminated if the Employer finds the employee to be unsuitable, providing the factor involved in suitability could reasonably be expected to affect work performance.

44.05

During the probationary period referred to in Articles 44.01 and 44.02, the Employer or her designate shall evaluate the work of said probationary employee referred to therein and deliver a written evaluation report to such employee.

ARTICLE 45 — CASUAL EMPLOYEES

45.01 Definition

Casual employees may be employed to work full shifts or part shifts on a continuous or intermittent basis in capacities including:

- a) sickness relief;
- b) vacation relief
- c) leave of absence relief;
- d) relief pending a regular employee appointment;
- e) temporary work load;
- f) paid holiday relief;
- g) overtime owing relief;
- h) maternity leave relief.

45.02 Wages

Casual employees shall be paid in accordance with the wage schedule attached hereto.

45.03 Benefit Entitlement

Casual employees shall be entitled to the provisions of any appropriate Federal Act in respect to vacation pay and pay for statutory holidays.

ARTICLE 46 — STAFF EVALUATION

46.01

A written performance evaluation of each employee shall be carried out not less than every three (3) years of her employment except for probationary employees as set out in Article 44.

46.02

An employee shall be notified of the time during which the evaluation will be carried out by the

Employer or her designate and the employee will signify her awareness of the evaluation when the written evaluation report is reviewed with her. If any employee disagrees with the evaluation, the employee may object in writing to the evaluation and such objection shall be retained by the Employer with the written evaluation.

46.03

Any employee who disputes an adverse written evaluation report may have recourse through the grievance procedure.

ARTICLE 47 — TECHNOLOGICAL CHANGE

47.01 Technological Change Means

- A) the introduction by the Employer into work, undertaking, or business of equipment or material of a different nature or kind than previously utilized by the Employer in the operation of the work, undertaking, or business; and
- B) a change in the manner in which the Employer carries on the work, undertaking, or business that is directly related to the introduction of that equipment or material.

47.02

If a technological change is likely to affect the terms and conditions or security of employment of a significant number of bargaining unit employees, such employees affected by the technological change and the Union shall be notified in writing at least one hundred twenty (120) days in advance of the day on which the technological change is to be effected.

ARTICLE 48 — LAYOFF AND RECALL

LAYOFF

48.01

The Employer may lay off any employee for budgetary reasons, lack of work, or operational restructuring. In the event, the Employer shall provide thirty (30) days written notice of layoff to the employee or employees affected and a copy of such notice will be sent to the Union Steward.

48.02

Any employee who is subject to layoff shall have the right to bump into a position in accordance with his/her seniority provided that she possesses the necessary ability, experience and qualifications to perform the duties of the new position.

48.03

An employee subject to layoff shall not be entitled to bump up or to be assigned to or fill a vacancy for a higher paid position.

RECALL

An Employee on layoff status shall have recall rights for the first three (3) months after being laid off.

48.04

Should a vacant position occur during the layoff period, an eligible employee on layoff shall be recalled to such vacant position in order of seniority during the applicable layoff period in providing he/she has the capabilities and qualifications to perform the duties of that vacant position.

48.05

The Employer shall give seven (7) calendar days written notice of recall to the laid off employee to fill the vacant position and he/she shall keep the Employer advised at all times of her current address. A laid off employee failing to report for work for a position referred to in Article 48.04 within ten (10) calendar days of the receipt of the written notice shall be considered to have abandoned her right to re-employment.

48.06

Any recall shall not result in a promotion unless agreed by the Union and the Employer.

48.07

If no employee on layoff possesses the required capabilities and qualifications, the vacant position will be posted in accordance with Article 42 (Filling and Posting Vacancies). No new employee or casual employee shall be hired to fill regular positions until those on the layoff list have been given first option of recall.

48.08

An employee recalled to the vacant position shall be considered a qualifying employee pursuant to Article 42.03. If the employee is found to be unsatisfactory in the qualifying period, he/she shall be returned to the recall list.

48.09

An employee on the recall list may work on a casual basis if required by the Employer and in so doing, he/she shall not be considered to have been recalled to work under Article 48.04.

ARTICLE 49 — HARASSMENT AND DISCRIMINATION

A) No Discrimination

The parties subscribe to the principles of the *Canadian Human Rights Act*. The parties agree that there shall be no discrimination in the employment of any person or the continuance of employment of any person under the terms and conditions of this Agreement by reason of race, national or ethnic origin, colour, religion, age, sex, sexual orientation, marital status, family status, disability, or conviction of an offence for which a pardon has been granted, provided this provision shall not apply with respect to any refusal, limitation, specification, or preference based on a bona fide occupational requirement.

B) No Harassment

The parties recognize the right of employees to work in an environment free from harassment or sexual harassment. The parties agree to foster and promote such an environment. Harassment is defined as deliberate actions, that ought reasonably to be known as unwelcome by the recipient and which serve no legitimate work related

purpose, toward any individuals, employees, Employer or other Band members. Sexual harassment includes but is not limited to:

- (1) a person in authority asking any employee for sexual favours in return for being hired or receiving promotions or other employment benefits;
- (2) sexual advances with actual or implied work related consequences;
- (3) unwelcome remarks, questions, jokes or innuendo of a sexual nature, including sexual comments or sexual invitations;
- (4) verbal abuse, intimidation, or threats of a sexual nature;
- (5) leering, staring or making sexual gestures;
- (6) display of pornographic or other sexual materials;
- (7) offensive pictures, graffiti, cartoons or sayings;
- (8) unwanted physical contact such as touching, patting, pinching, hugging.

This definition of sexual harassment is not meant to inhibit interactions or relationships based on mutual consent or normal social contact between employees.

- C) Any complaints of discrimination or harassment shall be handled in accordance with the grievance and arbitration process.
- D) Article 49 (A) is subject to Article 43 (Hiring Preference), the provisions of which constitute a fair and reasonable hiring practice of the Employer.

ARTICLE 50 — OCCUPATIONAL HEALTH AND SAFETY

50.01 Statutory Compliance

The Employer and the Union agree to cooperate in the promotion of safe working conditions, the prevention of accidents, the prevention of workplace injuries and industrial diseases and the promotion of safe working practices.

There shall be full compliance with all applicable statutes and regulations pertaining to the working environment.

50.02 Occupational Health and Safety Committee

- A) The Parties agree that a Joint Occupational Health and Safety Committee will be established. The Committee shall govern itself in accordance with the provisions of the Industrial Health and Safety Regulations made pursuant to the Workers' Compensation Act. The Committee shall be comprised of members of the Employer and the Union in equal numbers, and with each party appointing its own representatives.
- B) Employees who are members of the Committee shall be granted leave and pay to attend meetings of the joint committee. Employees who are members of the Committee shall participate in joint workplace inspections and joint accident investigations at the request of the Committee pursuant to the WCB Industrial Health and Safety Regulations. Committee meetings, workplace inspections, and accident investigations shall be scheduled during normal working hours.
- C) The Occupational Health and Safety Committee may use the resources of the Workers' Compensation Board to provide information to the Committee members in relation to

their role and responsibilities. The Committee will assist in increasing the awareness of all staff on such topics as: workplace safety, safe lifting techniques, dealing with aggressive clients, Workplace Hazardous Materials Information System (WHMIS) and the role and function of the Occupational Health and Safety Committee. The Committee will assist in fostering knowledge of and compliance with the Industrial Health and Safety Regulations by all staff.

- D) The Employer will provide orientation or in-service which is necessary for the safe performance of work, the safe use of equipment, safe techniques for lifting and supporting clients/residents and the safe handling of materials and products. The Employer will also make readily available information, manuals and procedures for these purposes. The Employer will provide appropriate safety clothing and equipment.
- E) The Occupational Health and Safety Committee may make recommendations on ergonomic adjustments and on measures to protect pregnant employees as far as occupational health and safety matters are concerned.

50.03 Vaccination and Inoculation

- A) The Employer agrees to take all reasonable precautions to limit the spread of infectious diseases among employees, including in-service seminars for employees, and the provision of available immunization vaccines free of charge to those employees who may be exposed to sources of **high** risk contagious infection.
- B) An employee may be required by the Employer, at the request of and at the expense of the Employer, to take a medical examination by a physician of the Employer's choice. Employees may be required to take skin tests, x-ray examination, vaccination and other immunization (with the exception of a rubella vaccination when the employee is of the opinion that a pregnancy is possible), unless the employee's physician has advised in writing that such a procedure may have **an** adverse effect on the employee's health.

ARTICLE 51 — USE OF PERSONAL VEHICLE ON BAND BUSINESS

51.01

An employee who uses his/her own motor vehicle to conduct business on behalf of and at the request of the Employer shall receive reimbursement for use of the vehicle at the rate of fifty cents (\$.50) per kilometer.

51.02

- A) An employee who uses his/her own motor vehicle to conduct business on behalf of and at the request of the Employer, shall receive reimbursement for additional insurance costs incurred as a result for increase in third party liability coverage to five million dollars.
- B) The employee will provide a copy of the insurance policy demonstrating the increase and will be reimbursed for the year's expense. If an employee terminated their employment within that year, the amount reimbursed shall be pro-rated by the number of months worked and any difference shall be returned to the Employer.
- C) Employees driving their own motor vehicle to conduct business on behalf and at the

request of the Employer shall, at any time, upon written request, be required to provide a copy of their driving record as a condition of their insurance reimbursement. The copy shall be kept in the employee's personnel file in accordance with Article 6.06 (C).

ARTICLE 52 — PENSION PLAN

A pension plan shall be negotiated to Letter of Understanding #3 (Benefits & Funding).

ARTICLE 53 — EDUCATION ALLOWANCE

53.01

If any employee wishes to undertake post-graduate training or education and such training and education is related to his/her job duties and responsibilities, the Employer, if funding is available, is prepared to offer an annual education allowance of up to one hundred dollars (\$100) per year if the term of the program is more than one year and up to fifty dollars (\$50) per year if the term of the program is less than a year.

ARTICLE 54 — HEALTH CARE PLANS

Health and Welfare plans shall be negotiated subject to Letter of Understanding #3 (Benefits & Funding).

ARTICLE 55 — WAGES ADMINISTRATION

55.01

The wages payable to employees under this Agreement are set out in the attached Schedule A.

55.02

The pay period for employees shall be every two weeks.

55.03

Payment of wages shall be by cheque or direct deposit paid into the employee's bank.

55.04

Employees who are consistently late reporting to work or who are absent without legitimate excuse or authorization may have their pay deducted for such time on a pro-rated basis.

ARTICLE 56 — TERM OF AGREEMENT

The term of this Collective Agreement between the parties shall be: January 1, 2008 – March 31, 2010. The Collective Agreement shall remain in force and be binding upon the parties until a new Collective Agreement has been ratified.

APPENDIX A

WAGE SCALE

	Current Rate	January 1, 2008	March 31, 2009
Brighter Futures Coordinator	\$20.41	\$20.72	\$21.13
Receptionist	\$13.27	\$13.47	\$13.74
Community Health Representative	\$20.23	\$20.53	\$20.94
NDDAP Counsellor	\$19.36	\$19.65	\$20.04
Brighter Futures Assistant	\$15.91	\$16.15	\$16.47
		1.5%	2.0%*

*two percent (2%) represents the minimum wage increase for March 31, 2009. If there is a subsequent increase in the integrated budget for this fiscal year, the wages for **all** classifications will be further increased to reflect the increase in Health Canada funding streams, effective March 31, 2009.

LETTER OF UNDERSTANDING NO. 1

It is understood and agreed that the hiring preference provision in Article 43 does not apply to regular employees on staff as at the date of the ratification of this Agreement.

SCHEDULE 1

DUES AND DEDUCTIONS

Dues and deductions **should be deducted** on the following:

1. straight time pay worked
2. straight time pay but not worked which includes:
 - (a) vacation
 - (b) statutory or paid holidays
 - (c) sick leave
 - (d) compassionate leave
 - (e) special leave
 - (f) education leave
 - (g) rest periods
 - (h) court duty pay
 - (i) professional leave

Dues should **not** be deducted from the following:

1.
 - (a) overtime
 - (b) statutory holiday premiums
 - (c) call back/call in
 - (d) shift premium
 - (e) weekend premium
 - (f) on-call differential
 - (g) isolation allowance
 - (h) clothing allowance
 - (i) relief in a higher rated position
 - (j) special allowance
 - (k) qualification differential
 - (l) other miscellaneous: vehicle allowance, relocation expenses, etc.
2.
 - (a) severance allowance
 - (b) pay-out of sick leave
 - (c) long term disability
 - (d) WCB

LETTER OF UNDERSTANDING NO. 2

The parties agree that the Employer does not currently have an on-call or call-back system nor does it require employees to be on-call or to be called back for work. In the event that the Employer institutes a requirement for on-call or call-back, the Employer agrees to negotiate appropriate language with the Union prior to the implementation of any on-call or call-back system.

LETTER OF UNDERSTANDING NO. 3

(BENEFITS & FUNDING)

The Union acknowledges that the Employer's funding is currently fixed by virtue of the deficit reduction plan approved by Health Canada and that the Employer has no funding to provide wages, benefits, sick leave, pensions, vacation and any other monetary increases to its bargaining unit employees. The Employer is committed to working with the Union to access additional funding and in the event that additional funding is secured which can be used for funding of the above, the Employer agrees to commence negotiations regarding improvements to the monetary items for bargaining unit employees regarding the above.

All provisions of the collective agreement referencing benefits are subject to this MOU and are therefore including, but not limited to:

9.01
23
27
31
48

TSARTLIP BAND Employer

[Handwritten signature]
Andrew Elliott

Date: Sep 12/09

B.C. NURSES' UNION

[Handwritten signature]
[Handwritten signature]
[Handwritten signature]

Date: Sept. 9/08

INDEX

<p>ABANDONMENT OF POSITION.....25</p> <p>ADOPTIVE PARENTS.....18</p> <p>APPENDIX A.....33</p> <p>ARBITRATION.....9</p> <p>BAND BUSINESS7</p> <p>BAND POLICIES7</p> <p>BENEFIT ENTITLEMENT.....27</p> <p>BENEFITS & FUNDING.....37</p> <p>BEREAVEMENT LEAVE15</p> <p>BULLETIN BOARDS.....7</p> <p>CAREER DEVELOPMENT.....21</p> <p>CASUAL EMPLOYEES.....26</p> <p>CHRISTMAS CLOSURE.....13</p> <p>COMPENSATING TIME OFF.....12</p> <p>CONTRACT NEGOTIATIONS AND PREPARATORY MEETINGS.....6</p> <p>CONTRACTING OUT6</p> <p>COPIES OF THE COLLECTIVE AGREEMENT5</p> <p>COURT LEAVE.....20</p> <p>DEFINITIONS1</p> <p>DISCIPLINE AND DISMISSAL.....22</p> <p>DUES AND DEDUCTIONS.....35</p> <p>EDUCATION ALLOWANCE.....31</p> <p>EMPLOYMENT IN EXCLUDED POSITIONS24</p> <p>EXAMINATION LEAVE.....21</p> <p>FILLING AND POSTING VACANCIES.....25</p> <p>FLEXIBLE HOURS11</p> <p>GENERAL EDUCATION PROGRAMS22</p> <p>GRIEVANCE PROCEDURE8</p> <p>HARASSMENT AND DISCRIMINATION29</p> <p>HEALTH CARE PLANS.....32</p> <p>HIRING PREFERENCE.....26</p> <p>HOLIDAY COINCIDING WITH A DAY OF VACATION.....13</p> <p>HOLIDAY FALLING ON A SCHEDULED WORK DAY13</p> <p>HOLIDAY ON A DAY OF REST13</p> <p>HOLIDAY PAY FOR REGULAR PART TIME EMPLOYEES.....13</p> <p>HOLIDAYS FALLING ON A SATURDAY OR SUNDAY.....12</p> <p>HOURS OF10</p> <p>INDUSTRY TROUBLESHOOTER.....9</p> <p>IN-SERVICE PROGRAMS.....21</p> <p>LAYOFF.....28</p> <p>LAYOFF AND RECALL.....28</p> <p>LEAVE - EDUCATION - STAFF DEVELOPMENT PROGRAMS21</p> <p>LEAVE - WORKERS' COMPENSATION.....20</p> <p>LEAVE FOR CONFERENCES AND</p>	<p>CONVENTIONS.....22</p> <p>LEAVE FOR FAMILY-RELATED RESPONSIBILITIES.....19</p> <p>LEAVE FOR UNION MATTERS.....5</p> <p>LETTER OF UNDERSTANDING NO. 134</p> <p>LETTER OF UNDERSTANDING NO. 236</p> <p>LETTER OF UNDERSTANDING NO. 337</p> <p>MANAGEMENT RIGHTS.....6</p> <p>NATURAL FATHER17</p> <p>NATURAL MOTHER.....16</p> <p>NEW EMPLOYEES5</p> <p>NO STRIKE/LOCKOUT DURING THE TERM OF AGREEMENT.....7</p> <p>OCCUPATIONAL HEALTH AND SAFETY .30</p> <p>OCCUPATIONAL HEALTH AND SAFETY COMMITTEE.....30</p> <p>OVERTIME.....11</p> <p>OVERTIME FOR PART TIME EMPLOYEES12</p> <p>OVERTIME ON DAY OFF.....11</p> <p>OVERTIME ON PAID HOLIDAY11</p> <p>OVERTIME PAY11, 12</p> <p>PAID HOLIDAYS.....12</p> <p>PAID PRESIDENT LEAVE.....6</p> <p>PARENTAL LEAVE.....16</p> <p>PENSION PLAN.....31</p> <p>PERSONAL LEAVE WITHOUT PAY19</p> <p>PROBATIONARY EMPLOYEES26</p> <p>PURPOSE OF AGREEMENT.....2</p> <p>RECALL.....28</p> <p>RECOGNITION OF OBJECTIVES AND PRINCIPLES.....2</p> <p>RECORDS REMOVED.....5</p> <p>REGISTRATION.....25</p> <p>RETURN TO EMPLOYMENT.....19</p> <p>SCHEDULE 135</p> <p>SCHEDULING OF LIEU DAYS13</p> <p>SENIORITY.....23</p> <p>SICK LEAVE.....13</p> <p>STAFF EVALUATION.....27</p> <p>STATEMENT OF DUTIES/JOB DESCRIPTIONS AND CLASSIFICATIONS24</p> <p>STATUTORY COMPLIANCE.....30</p> <p>STATUTORY HOLIDAYS.....12</p> <p>STEWARDS4</p> <p>STEWARDS TRAINING COURSES5</p> <p>TECHNOLOGICAL CHANGE.....27</p> <p>TECHNOLOGICAL CHANGE MEANS.....27</p> <p>TERM OF AGREEMENT32</p> <p>TERMINATION OF EMPLOYMENT BY EMPLOYEE.....23</p> <p>TIME LIMITS.....9</p>
---	---

TRANSFER OF FUNCTION.....21
 UNION DUES & DEDUCTIONS3
 UNION RECOGNITION2
 UNION RIGHTS AND ACTIVITIES3
 UNION SECURITY.....2
 UNION/MANAGEMENT COMMITTEE.....8
 UNPAID LEAVE.....13

USE OF PERSONAL VEHICLE ON BAND
 BUSINESS..... 31
 VACATION LEAVE..... 14
 VACCINATION AND INOCULATION..... 30
 WAGE SCALE..... 33
 WAGES..... 27
 WAGES ADMINISTRATION 32



45